

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

In re:	X	
	§	Chapter 11
	§	
LEHMAN BROTHERS HOLDINGS, INC.	§	Case No. 08-13555 (JMP)
et al.,	§	
	§	(Jointly Administered)
Debtors,	§	
	§	

---

	§	
	§	
In re:	§	
	§	
	§	Case No. 08-01420 (JMP)
LEHMAN BROTHERS INC.,	§	SIPA
	§	
	§	
Debtor.	§	
	§	
	X	

**FIFTH OMNIBUS NOTICE OF RESOLUTION OF OBJECTIONS RELATING  
TO THE ASSUMPTION AND ASSIGNMENT OF PURCHASED CONTRACTS**

**PLEASE TAKE NOTICE** that Lehman Brothers Holdings Inc. ("LBHI") and LB 745 LLC ("745") filed petitions for relief under chapter 11 of title 11 of the United States Code with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on September 15, 2008, and September 17, 2008, respectively (Case Nos. 08-13555 and 08-13600, such cases, the "Chapter 11 Cases").

**PLEASE TAKE FURTHER NOTICE** that on September 19, 2008, a proceeding was commenced under the Securities Investor Protection Act of 1970 ("SIPA") with respect to Lehman Brothers Inc. ("LBI") and together with LBHI and 745, the "Debtors") and James W. Giddens was appointed as Trustee under the SIPA to administer LBI's estate (Case No. 08-01420, such proceeding, the "SIPA Proceeding").

**PLEASE TAKE FURTHER NOTICE** that on September 16, 2008, the Debtors entered into an Asset Purchase Agreement (as amended, modified or clarified, the "Purchase Agreement") with Barclays Capital Inc. (the "Purchaser").

**PLEASE TAKE FURTHER NOTICE** that on September 20, 2008, the Court entered an order (the "Chapter 11 Sale Order") approving the Purchase Agreement and the various transactions contemplated therein in the Chapter 11 Cases, and that on

September 20, 2008, the Bankruptcy Court also entered an order approving, and incorporating by reference the Chapter 11 Sale Order in the SIPA Proceeding.

**PLEASE TAKE FURTHER NOTICE** that section 2.5 of the Purchase Agreement provides for the assignment to Purchaser of contracts and leases related to the assets purchased by the Purchaser (such contracts, "Purchased Contracts").

**PLEASE TAKE FURTHER NOTICE** that on September 18, 2008, October 1, 2008, October 6, 2008, October 16, 2008, October 21, 2008, November 10, 2008, November 14, 2008, November 17, 2008, November 20, 2008, and November 21, 2008, the Purchaser provided notice of the (i) assumption and assignment of certain Purchased Contracts, and (ii) cure costs, if any, to be paid (the "Cure Amounts") pursuant to 11 U.S.C. § 365(b)(1)(A) in connection with the assumption and assignment of such Purchased Contracts.

**PLEASE TAKE FURTHER NOTICE** that certain counterparties to Purchased Contracts have submitted formal and/or informal objections to the Cure Amounts.

**PLEASE TAKE FURTHER NOTICE** that on January 6, 2009, the Purchaser filed its First Omnibus Notice of Resolution of Objections Relating to the Assumption and Assignment of Purchased Contracts (D.I. 2443 in Case No. 08-13555, D.I. 499 in Case No. 08-1420).

**PLEASE TAKE FURTHER NOTICE** that on February 25, 2009, the Purchaser filed its Second Omnibus Notice of Resolution of Objections Relating to the Assumption and Assignment of Purchased Contracts (D.I. 2936 in Case No. 08-13555, D.I. 743 in Case No. 08-1420).

**PLEASE TAKE FURTHER NOTICE** that on April 17, 2009, the Purchaser filed its Third Omnibus Notice of Resolution of Objections Relating to the Assumption and Assignment of Purchased Contracts (D.I. 3383 in Case No. 08-13555, D.I. 985 in Case No. 08-1420).

**PLEASE TAKE FURTHER NOTICE** that on August 12, 2009, the Purchaser filed its Fourth Omnibus Notice of Resolution of Objections Relating to the Assumption and Assignment of Purchased Contracts (D.I. 4771 in Case No. 08-13555, D.I. 1439 in Case No. 08-1420).

**PLEASE TAKE FURTHER NOTICE** that according to the Purchaser's records, the objections of those counterparties set forth on Exhibit A hereto have since been fully resolved.

Dated: December 13, 2010  
New York, New York

**CLEARY GOTTlieb STEEN &  
HAMILTON LLP**

By: /s/ Lindsee P. Granfield  
Lindsee P. Granfield  
Lisa M. Schweitzer

One Liberty Plaza  
New York, New York 10006  
Telephone: (212) 225-2000  
Facsimile: (212) 225-3999

*Counsel to Barclays Capital Inc.*

**EXHIBIT A**

<b><u>OBJECTING COUNTERPARTY</u></b>	<b><u>TYPE OF OBJECTION</u></b>
Aegis Defense Services Ltd. / Aegis Specialists	Informal
BGC Partners, Inc. / Cantor Fitzgerald & Co.	Formal (D.I. 269, 688 and 689 in Case No. 08-13555) and Informal
Capgemini Financial Services USA, Inc.	Formal (D.I. 195 in Case No. 08-13555)
EMI	Informal
IKON Office Solutions, Inc.	Formal (D.I. 207 in Case No. 08-13555)
Loews Corporation / Loews Miami Beach Hotel	Informal
Markit Group Limited, Markit Valuations Limited, Swapwire Limited and Markit North America Inc.	Formal (D.I. 522 in Case No. 08-13555)
MF Global Securities Inc.	Informal
SCS Engineers / SCS Energy	Informal
Transcanada Pipelines Limited and its affiliates	Formal (D.I. 116 in Case No. 08-13555)